

**BOUNDARY AGREEMENT  
BETWEEN THE VILLAGE OF LOMBARD AND  
THE VILLAGE OF GLEN ELLYN**

THIS BOUNDARY AGREEMENT (the "Agreement"), made and entered into this 21<sup>st</sup> day of March, 2018, between the Village of Glen Ellyn, an Illinois municipal corporation (hereinafter "Glen Ellyn"), and the Village of Lombard, an Illinois municipal corporation (hereinafter "Lombard"). ("Glen Ellyn and Lombard being sometimes referred to herein individually as a "Party" and collectively as the "Parties".)

**W I T N E S S E T H :**

WHEREAS, Division 12 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-12-1, et seq.), confers upon the corporate authorities of municipalities certain powers respecting the subdivision and platting of land situated within their corporate limits and within contiguous territory which is not more than one and one-half miles beyond the corporate limits of a municipality that has adopted an official plan or map pursuant to the authority conferred by said Division 12; and

WHEREAS, Lombard and Glen Ellyn have each adopted the necessary official plan or map pursuant to the authority conferred by statute; and

WHEREAS, 65 ILCS 5/11-12-9, specifically authorizes the corporate authorities of such municipalities to agree upon a line marking the boundaries of the jurisdiction of each of such corporate authorities for certain purposes; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, authorizes municipalities to enter into contracts or agreements among themselves in order to exercise,

combine or transfer any power or function in any manner not prohibited by law or by ordinance;  
and

WHEREAS, there is unincorporated territory in the County of DuPage situated within one and one-half miles of the corporate limits of both Glen Ellyn and Lombard; and

WHEREAS, there is certain property within said unincorporated territory which, although best situated to be eventually annexed into Lombard, will best be initially served with water and sanitary sewer service by Glen Ellyn; and

WHEREAS, Lombard and Glen Ellyn desire to use this Agreement to address certain matters relating to the development of the aforementioned property; and

WHEREAS, the Parties have placed some properties owned by a single owner as divided by the boundary line in order that those properties can be better served by municipal services;  
and

WHEREAS, the proper public notices have been posted and published; and

WHEREAS, the Parties wish to cancel the Common Boundary Agreement entered into between them in 1996 (the "Existing Agreement"); and

WHEREAS, the corporate authorities of Lombard and Glen Ellyn have determined that it will be in the best interests of each of said municipalities and the citizens thereof to enter into this Agreement, pursuant to the foregoing authority;

NOW, THEREFORE, in consideration of the foregoing, and the mutual agreements hereinafter set forth, and pursuant to 65 ILCS 5/11-12-9, and Section 10 of Article VII of the Illinois Constitution of 1970, Lombard and Glen Ellyn hereby agree, as follows:

SECTION 1: The provisions of the preamble hereinabove set forth are hereby restated as though herein fully set forth, and are made a part hereof.

SECTION 2: The boundary line (the “Boundary Line”) depicted on the map attached hereto as Exhibit “A,” and made part hereof, and legally described on Exhibit “B,” attached hereto and made part hereof, is hereby approved and adopted by Glen Ellyn and Lombard for all purposes of this Agreement. The area between Lombard’s existing municipal boundary and the Boundary Line shall be defined as “Lombard’s Annexation Boundary Area” (property East of the Boundary Line) and the area between Glen Ellyn’s existing municipal boundary and the Boundary Line shall be defined as “Glen Ellyn’s Annexation Boundary Area,” (property West of the Boundary Line).

SECTION 3:

A. Except as set forth in Section 6 and Section 7 below, the Boundary Line shall limit the territory within which Lombard and Glen Ellyn shall exercise the jurisdiction granted by Division 12 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-12-1, et seq.). Lombard shall not exercise such jurisdiction in any territory within Glen Ellyn’s Annexation Boundary Area as defined by this Agreement, and Glen Ellyn shall not exercise such jurisdiction in any territory within Lombard’s Annexation Boundary Area as defined by this Agreement, but each shall exercise such jurisdiction in the territory situated between the Boundary Line and their respective corporate limits.

B. Except as set forth in Section 6 and Section 7 below, Glen Ellyn hereby transfers to Lombard all powers, authority and jurisdiction which it may have within Lombard’s Annexation Boundary Area as defined by this Agreement, and Lombard hereby transfers to Glen Ellyn all powers, authority and jurisdiction which it may have within Glen Ellyn’s Annexation Boundary Area as defined by this Agreement.

SECTION 4:

A. At such times that the Boundary Line described in Section 2 of this Agreement is concurrent with any public right-of-way, said Boundary Line shall be delineated on the far side of said right-of-way, except where said public right-of-way is already within the corporate limits of either Lombard or Glen Ellyn.

B. If Lombard shall annex property located adjacent to a right-of-way within Glen Ellyn's Annexation Boundary Area prior to annexation of said right-of-way by Glen Ellyn, Lombard shall temporarily maintain and control the right-of-way until such time that Glen Ellyn shall annex contiguous property. If Glen Ellyn shall annex property located adjacent to a right-of-way within Lombard's Annexation Boundary Area, prior to annexation of said right-of-way by Lombard, Glen Ellyn shall temporarily maintain and control the right-of-way until such time that Lombard shall annex contiguous property. If necessary, the Parties will enter into a transfer of jurisdiction over right-of-ways agreement to effectuate the final jurisdiction agreed to in this Agreement.

C. At such time that either Lombard or Glen Ellyn shall annex property contiguous to a right-of-way within its respective Annexation Boundary Area, Lombard or Glen Ellyn, as the case may be, shall automatically annex the subject right-of-way. If the subject right-of-way is temporarily maintained and controlled by Lombard or Glen Ellyn, as referenced in subsection B. above, the right-of-way shall automatically be transferred to the Party having jurisdiction as defined by this Agreement.

D. Lombard and Glen Ellyn agree to take whatever actions are deemed necessary to put into effect the provisions of this Section 4.

SECTION 5: Except as provided for in Sections 6 and 7, Glen Ellyn and Lombard shall honor the Boundary Line in regard to the future annexation of territory that is presently unincorporated without the prior written consent of the other. Lombard will not annex any territory situated within Glen Ellyn's Annexation Boundary Area and Glen Ellyn will not annex any territory situated within Lombard's Annexation Boundary Area.

SECTION 6: It is agreed by Lombard and Glen Ellyn that, although the property legally described on Exhibit "C", attached hereto and made part hereof, and depicted on the map attached hereto as Exhibit "D", and made a part hereof, (the "Joint Jurisdiction Territory"), is within Lombard's Annexation Boundary Area, development of said Joint Jurisdiction Territory can best be accomplished with Glen Ellyn initially providing water and sanitary sewer service. As such, notwithstanding any other provision of this Agreement, Lombard and Glen Ellyn agree as follows relative to the Joint Jurisdiction Territory:

A. Prior to the annexation of all, or any part of, the Joint Jurisdiction Territory, Lombard will provide Glen Ellyn with information relative to the annexation and development and will provide Glen Ellyn with an opportunity to comment on same. In evaluating any such annexation and development, Lombard will take into consideration the comments provided by Glen Ellyn.

B. Lombard shall not adopt any ordinance annexing all, or any portion of, the Joint Jurisdiction Territory unless Lombard receives a resolution from Glen Ellyn approving of the terms and conditions of the annexation, the zoning and any annexation agreement.

C. In the event that Glen Ellyn declines to adopt any resolution required by Section 6(B) above, Lombard shall have the option of canceling the terms and conditions of only Section

6 of this Agreement, upon two (2) years' prior written notice. Any such notice shall be given in the same manner as set forth in Section 8 below.

D. Lombard agrees that upon annexation of the following described portion of the Joint Jurisdiction Territory, said portion shall be zoned for non-single family residential purposes and shall remain so zoned for a period of not less than ten (10) years:

Lots 1 through 8, inclusive, in Block 1; Lots 1 through 12, inclusive, in Block 2; and Lots 1 through 8, inclusive in Block 5; all in Glenbard Acres Homesites Subdivision of the Northeast ¼ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois.

Lots 1-8 inclusive in Block 5

<u>PIN</u>	<u>FULL ADDRESS</u>
0524202027	ROOSEVELT RD
0524202028	ROOSEVELT RD
0524202029	ROOSEVELT RD
0524202030	1208 LAWLER AVENUE
0524202031	21W304 ROOSEVELT RD
0524202032	ROOSEVELT RD
0524202033	ROOSEVELT RD
0524202034	ROOSEVELT RD

Lots 1-8 inclusive in Block 1

<u>PIN</u>	<u>FULL ADDRESS</u>
0524208005	665 W. ROOSEVELT RD
0524208006	667 W. ROOSEVELT RD
0524208042	667 W. ROOSEVELT RD

Lots 1-12 inclusive in Block 2

<u>PIN</u>	<u>FULL ADDRESS</u>
0524203007	ROOSEVELT RD
0524203008	ROOSEVELT RD
0524203009	21W051 ROOSEVELT RD
0524203028	21W079 ROOSEVELT RD
0524203029	751 W ROOSEVELT RD
0524203030	21W135 ROOSEVELT RD

Said zoning restriction shall be set forth in the annexation agreement(s) relative to the above-described property.

E. Any sales tax (Retailers' Occupation Tax and/or Service Occupation Tax) received by Lombard, from the property referenced in Section 6(D) above, shall be initially shared with Glen Ellyn on an equal basis, with each Village receiving fifty percent (50%) of said sales tax revenues. Upon receipt of any such sales tax revenues, Lombard shall, within sixty (60) days thereafter, forward to Glen Ellyn, Glen Ellyn's share of said revenues with a written statement indicating how Glen Ellyn's share was calculated.

F. Glen Ellyn shall allow any developer of property, located within any portion of the Joint Jurisdiction Territory that is annexed to Lombard, to connect to Glen Ellyn's water and sanitary sewer systems, and thereafter shall supply water and sanitary sewer service to the connected area, with the developer being responsible for constructing any service lines necessary to access Glen Ellyn's main water and sanitary sewer lines. To the extent that any such developer oversizes said service lines to provide capacity to serve properties other than those being developed by the developer, Glen Ellyn agrees to enter into a recapture agreement with said developer. The rates charged for water and/or sanitary sewer service by Glen Ellyn, within the Joint Jurisdiction territory, shall be the same as the rates charged to residents of Glen Ellyn.

G. Glen Ellyn shall not allow any property within the Joint Jurisdiction Territory, other than property annexed to Lombard, to connect to Glen Ellyn's water and/or sanitary sewer system unless Glen Ellyn receives the prior written consent from Lombard to do so. Said written consent shall be in the form of a resolution to be adopted by the corporate authorities of Lombard

H. In the event that Lombard declines to adopt any resolution required by Section 6(G) above, Glen Ellyn shall have the option of canceling the term and conditions of only Section 6 of this Agreement upon two (2) years' prior written notice. Any such notice shall be given in the same manner as set forth in Section 8, below.

I. If, at any time during the term of this Agreement, Lombard is able to serve the entire Joint Jurisdiction Territory with water or sanitary sewer service, and does serve the entire then annexed portion of the Joint Jurisdiction Territory with said service, the sales tax revenue sharing percents shall be revised to twenty-five percent (25%) Glen Ellyn and seventy-five percent (75%) Lombard.

J. If, at any time during the term of this Agreement, Lombard is able to serve the entire Joint Jurisdiction Territory with water and sanitary sewer service, and does serve the entire then annexed portion of the Joint Jurisdiction Territory with both water and sanitary sewer service, then the provisions of this Section 6 shall become null and void.

SECTION 7: There are a number of properties currently within Lombard which will be in Glen Ellyn's Annexation Boundary Area under this Agreement. In this regard, upon a petition from the property owner, Lombard will disconnect that portion of the Great Western Trail shown on Exhibit "E" attached hereto and made part hereof, and those parcels of property shown on Exhibits "F" (the "Churchill Woods Property") and "G" (the "Forest Preserve/Tollway Property") attached hereto and made part hereof, which properties will then be annexed to Glen Ellyn. Notwithstanding the foregoing, the disconnection of the Churchill Woods property from Lombard shall not take place until such time as Glen Ellyn is able to provide water and sanitary sewer service to said property.

SECTION 8: This Agreement shall remain in full force and effect for twenty (20) years from and after the date of the later of the attached Village Clerk's Certificates, provided that this Agreement may be canceled by either Party by giving to the other Party prior written notice of such cancellation, by certified or registered mail, return receipt requested, addressed to the



Village President at the address of the respective Village Hall, expressly stating the effective date of such cancellation, which may not be less than five (5) years after the giving of such notice.

SECTION 9: The provisions of this Agreement are intended to be severable; and if any provision hereof shall be determined by a court of competent jurisdiction to be invalid or legally unenforceable, then the remaining provisions hereof shall continue in full force and effect to the extent that reasonable interpretation and enforcement thereof may be accomplished in the absence of the provision so held to be invalid or unenforceable.

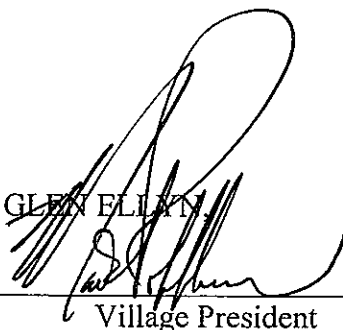
SECTION 10: This Agreement is not intended to and shall establish no rights in third-parties. This Agreement shall cancel all terms and conditions of, and replace the Existing Agreement.

SECTION 11: This Agreement shall not become effective upon its approval by both Parties until a copy hereof, certified by the Village Clerks of Glen Ellyn and Lombard, has been filed in the Office of the Recorder of Deeds of DuPage County, Illinois, and placed on file in the Office of the Village Clerk of each Party.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed and delivered on the date first above written.

VILLAGE OF GLEN ELLYN

By: \_\_\_\_\_



Village President

ATTEST:

Suzanne R. Connors  
Village Clerk

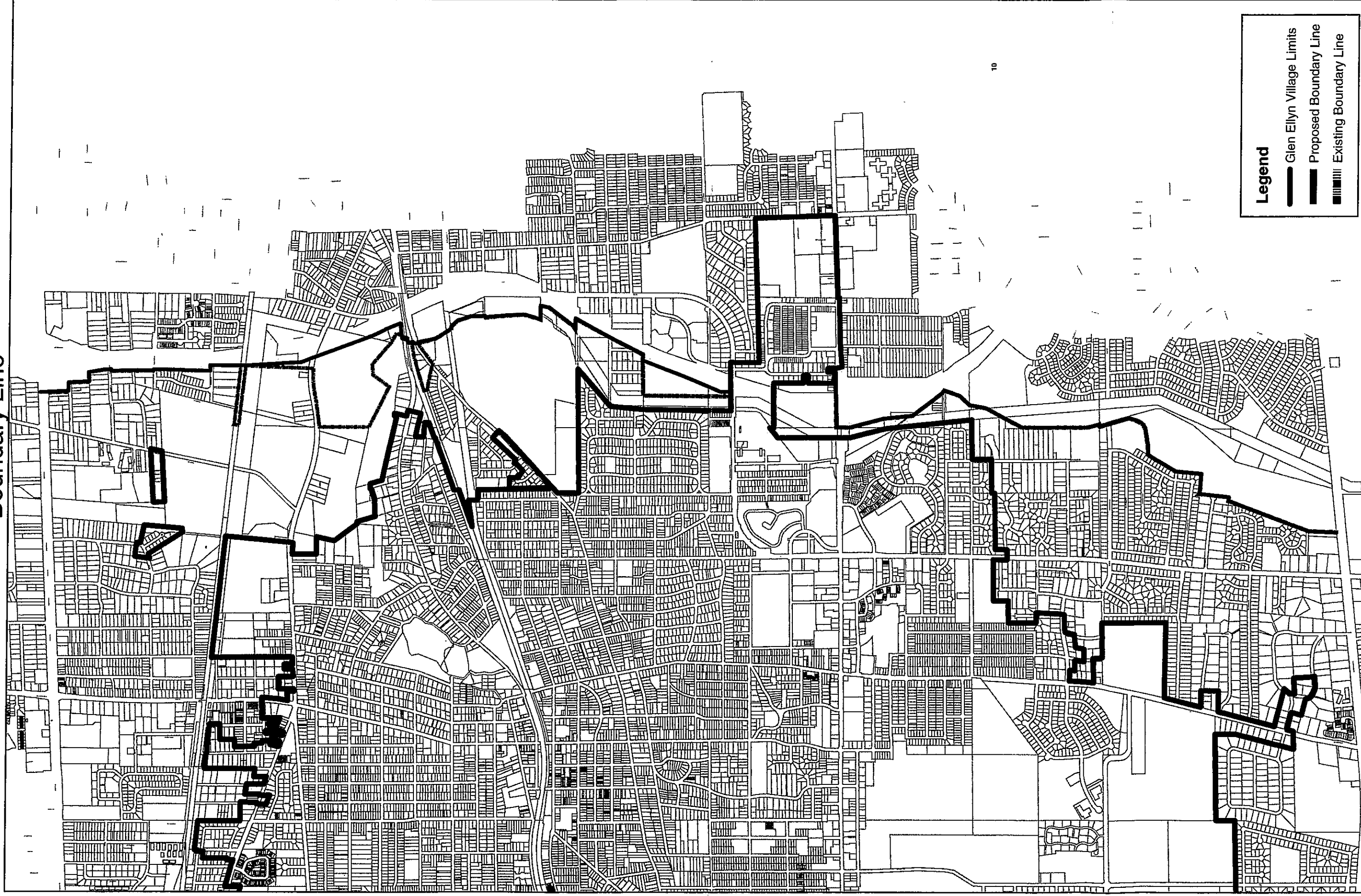
VILLAGE OF LOMBARD,

By:   
Village President

ATTEST:

  
Village Clerk

Exhibit A  
Boundary Line



**Legend**

- Glen Ellyn Village Limits
- Proposed Boundary Line
- ▨ Existing Boundary Line

Prepared By: Planning and Development  
Date Prepared: November 21, 2011



## EXHIBIT B

Beginning at the intersection of the North right-of-way line of North Avenue (Ill. Rt. 64) and the Westerly right-of-way line of the North-South Tollway (I-355); thence Southerly through the Northeast  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of Section 1 and the Northeast  $\frac{1}{4}$  of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, along the Westerly right-of-way line and Westerly easement line of the North-South Tollway (I-355) to its intersection with the South right-of-way line of the Chicago and North Western Railway, thence Westerly along said South line 520 feet more or less to the Northeast corner of Lot 2 of Villa Park Kitchens Resubdivision, thence Southerly along the East line of said subdivision to its Southeast corner, thence Southerly across Hill Avenue to the northeast corner of Lot 11 of County Clerk's Assessment Division of Sections 11 & 12, thence Southerly along the east line of said Lot 6 and the east line of Lot 8 of County Clerk's Assessment Division of Sections 11 & 12 and said line extended to the South line of the Illinois Prairie Path, thence Easterly along said South line 30 feet more or less to the Northeast corner of Glen Oak Country Club, thence Southerly along the East line of Glen Oak Country Club to the Southwest corner of Lot 6 of County Clerk's Assessment Division of Sections 11 & 12, thence Easterly along the South line of said Lot 6 to its intersection with the Westerly right-of-way line of the North-South Tollway (I-355), thence Southerly along the Westerly right-of-way line of the North-South Tollway (I-355) (crossing the right-of-way of unimproved Madison Street) to its intersection with the Northerly right-of-way line of Illinois Rt. 53; thence East along the Northerly right-of-way line of Illinois Rt. 53 to its intersection with the West line of Lot 10 in Block 4 in Flowerfield Acres Subdivision of parts of the Southeast  $\frac{1}{4}$  of Section 13, Township 39 North, Range 10, East of the Third Principal Meridian and the Southwest  $\frac{1}{4}$  of section 18, Township 39 North, Range 11, East of the Third Principal Meridian; thence South along the West lines of Lots 2, 3, 4 and 5 in Block 5 in Flowerfield Acres, aforesaid, to the Southwest corner of said Lot 5; thence East along the South lines of Lot S in Block 5, Lots 1 through 13 in Block 6 (along with the previous vacated Highmoor Road right-of-way) and Lots 1 and 10 through 17 in Block 7, all in Flowerfield Acres, aforesaid, to the West right-of-way line of Finley Road; thence South along the West right-of-way line of Finley Road to its intersection with the centerline of Roosevelt Road (Ill. Rt. 38); thence West along the North right-of-way line of Roosevelt Road (Ill. Rt. 38) to its intersection with the West line of the Southwest  $\frac{1}{2}$  of Section 18, aforesaid; thence South along said West line of the Southwest  $\frac{1}{2}$  of Section 18, aforesaid, and the Southerly extension thereof, to the South right-of-way line of Roosevelt Road (Ill. Rt. 38); thence West along the South right-of-way line of Roosevelt Road (Ill. Rt. 38), through the Southeast  $\frac{1}{2}$  of Section of 13, aforesaid, through the Northeast  $\frac{1}{4}$  of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian, to said South right-of-way line's intersection with the Westerly right-of-way line of the North-south Tollway (I-355); thence Southerly along the Westerly right-of-way line of the North-South Tollway (I-355) to its intersection with the East bank of the East Branch of the DuPage River, said point of intersection occurring at the southeast corner of Lot 23 in Block 9 in Glenbard Acres Homesites Subdivision of part of the Northeast  $\frac{1}{2}$  of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian; thence Southerly along the East bank of the East Branch of the DuPage River through the Northeast  $\frac{1}{2}$  of Section 24, aforesaid, the Southeast  $\frac{1}{2}$  of Section 24, aforesaid, and the Northeast  $\frac{1}{4}$  of Section 25, Township 39 North, Range 10, East of the Third Principal Meridian to the intersection of said East bank with the Easterly extension of the North line of Lot 412 in Butterfield West Unit 4, a subdivision of parts of the Northeast  $\frac{1}{2}$  and Northwest  $\frac{1}{4}$  of Section 25, aforesaid; thence West along the North line of said Lot 412, and the

Easterly extension thereof, to a point on the North line of said Lot 412 located 51.34 feet West of the Northeast corner of said Lot 412; thence Southeasterly along a line drawn parallel to and 50 feet West of the East line of said Lot 412, to a point on said parallel line located 270 feet North of the South line of said Lot 412, as measured along said parallel line; thence in a Southwesterly direction to a point on the South line of said Lot 412, said point being located 320 feet West of the Southeast corner of said Lot 412; thence Westerly along the South line of said Lot 412 (said South line also being the North line of Lot 413 in Butterfield West Unit 4, aforesaid) to the Northwest corner of said Lot 413; thence Southerly along the Westerly line of said Lot 413 to its intersection with the North line of Lot 1 in Glen Briar Golf Course Subdivision of parts of the Northwest  $\frac{1}{2}$  and Southwest  $\frac{1}{2}$  of Section 25, Township 39 North, Range 10, East of the Third Principal Meridian; thence West along the North line of said Lot 1 to the Northwest corner of said Lot 1; thence Southerly along the Westerly line of said Lot 1 to its intersection with the North right-of way line of Butterfield Road (Ill. Rt. 56) ; all in DuPage County, Illinois.

EXHIBIT C

All that portion of Blocks 1, 2, 3, 4, 5, 6 and 7 in Glenbard Acres Homesites Subdivision, and all that portion of Lots A through N in Glenbard Acres Homesites Subdivision of Block 5, Lot 13 in Glenbard Acres Homesites Subdivision, located East of the Easterly right-of-way line of the North-South Tollway (I-355), all in the Northeast ¼ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois.

<u>PIN</u>	<u>FULL ADDRESS</u>
0524202009	1S031 VALLEY RD
0524202010	1S039 VALLEY RD
0524202011	1S047 VALLEY RD
0524202012	1S055 VALLEY RD
0524202013	VALLEY RD
0524202014	1S075 VALLEY RD
0524202015	1S085 VALLEY RD
0524202016	1S103 VALLEY RD
0524202017	21W230 PERSHING AVE
0524202018	1208 LAWLER AVE
0524202019	1210 S. LAWLER AVE
0524202020	1210 S. LAWLER AVE
0524202021	1230 LAWLER AVE
0524202022	1S102 LAWLER AVE
0524202023	1S102 LAWLER AVE
0524202024	1S114 LAWLER AVE
0524202027	ROOSEVELT RD
0524202028	ROOSEVELT RD
0524202029	ROOSEVELT RD
0524202030	1208 LAWLER AVE
0524202031	21W304 ROOSEVELT RD
0524202032	ROOSEVELT RD
0524202033	ROOSEVELT RD
0524202034	ROOSEVELT RD
0524203007	ROOSEVELT RD
0524203008	ROOSEVELT RD
0524203009	21W051 ROOSEVELT RD
0524203010	751 W. ROOSEVELT RD
0524203011	1209 S. LAWLER AVE
0524203012	1209 S. LAWLER AVE
0524203013	1221 S. LAWLER AVE
0524203014	1S065 LAWLER AVE
0524203015	1225 S. LAWLER AVE
0524203016	1227 S. LAWLER AVE
0524203017	1229 S. LAWLER AVE
0524203018	1233 S. LAWLER AVE
0524203019	1210 LLOYD AVE

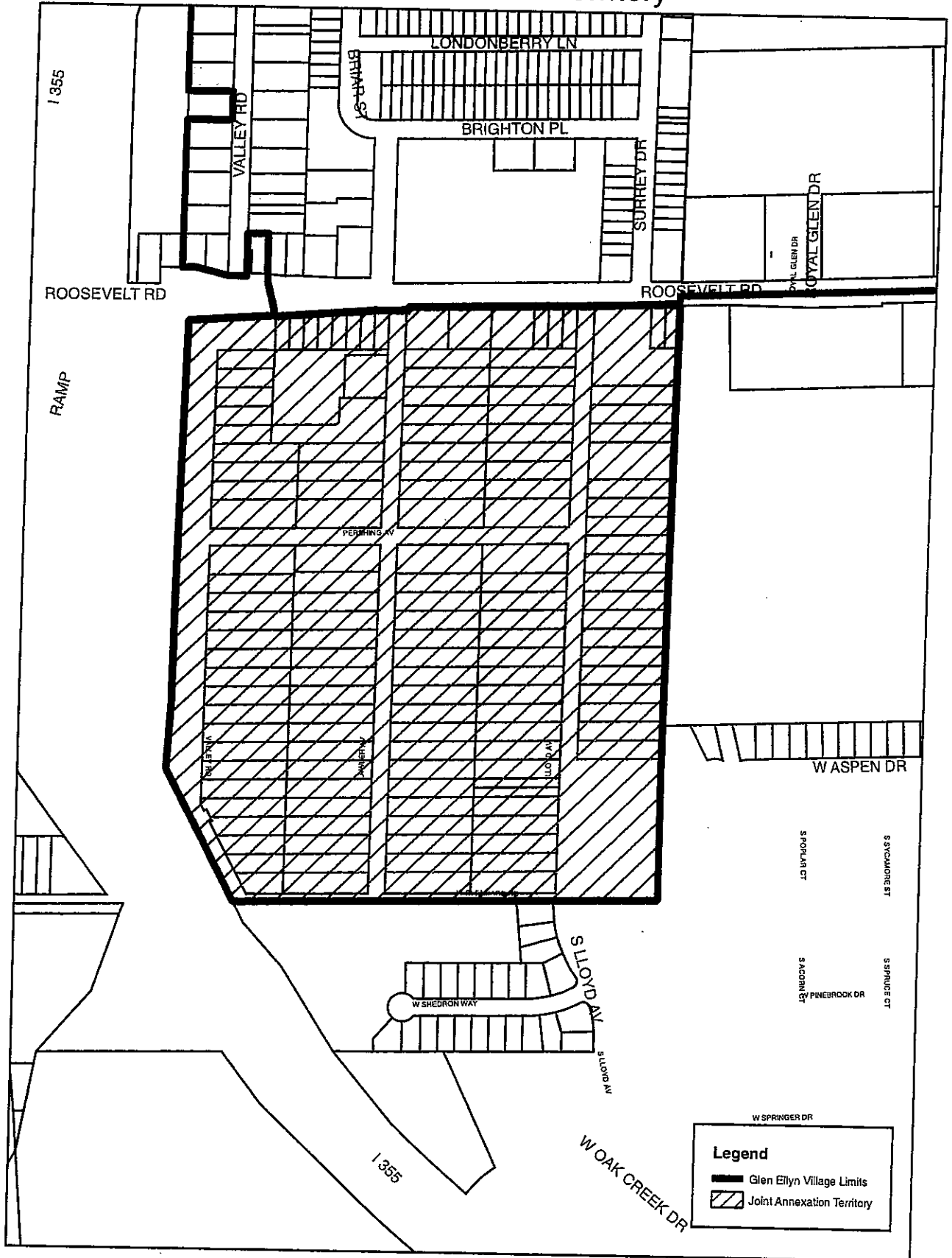
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0524203022 1224 S. LLOYD AVE  
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0524203024 1S074 LLOYD AVE  
0524203025 1236 S. LLOYD AVE  
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0524203029 751 W. ROOSEVELT RD  
0524203030 21W135 ROOSEVELT RD  
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0524206004 1S165 VALLEY RD  
0524206005 1S173 VALLEY RD  
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0524206022 1250 LAWLER AVE  
0524206023 1S164 LAWLER AVE  
0524206024 1264 S. LAWLER AVE  
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0524207035 1300 LLOYD AVE  
0524207036 1308 LLOYD AVE  
0524207037 1310 LLOYD AVE  
0524208005 21W051 ROOSEVELT RD  
0524208006 667 W. ROOSEVELT RD  
0524208009 1221 S. LLOYD AVE  
0524208010 1S059 LLOYD AVE  
0524208011 1S065 LLOYD AVE  
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0524208013 1S105 LLOYD AVE  
0524208014 1245 S. LLOYD AVE



0524208015 1249 LLOYD AVE  
0524208016 1255 LLOYD AVE  
0524208017 1257 S. LLOYD AVE  
0524208018 1261 S. LLOYD AVE  
0524208019 1265 S. LLOYD AVE  
0524208020 1273 LLOYD AVE  
0524208021 1273 S LLOYD AVE  
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0524208029 1299 LLOYD AVE  
0524208032 1303 LLOYD AVE  
0524208033 1303 LLOYD AVE  
0524208036 1309 S. LLOYD AVE  
0524208037 1309 LLOYD AVE  
0524208038 1313 S. LLOYD AVE  
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0524208042 667 W. ROOSEVELT RD

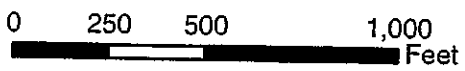
# Exhibit D Joint Jurisdiction Territory



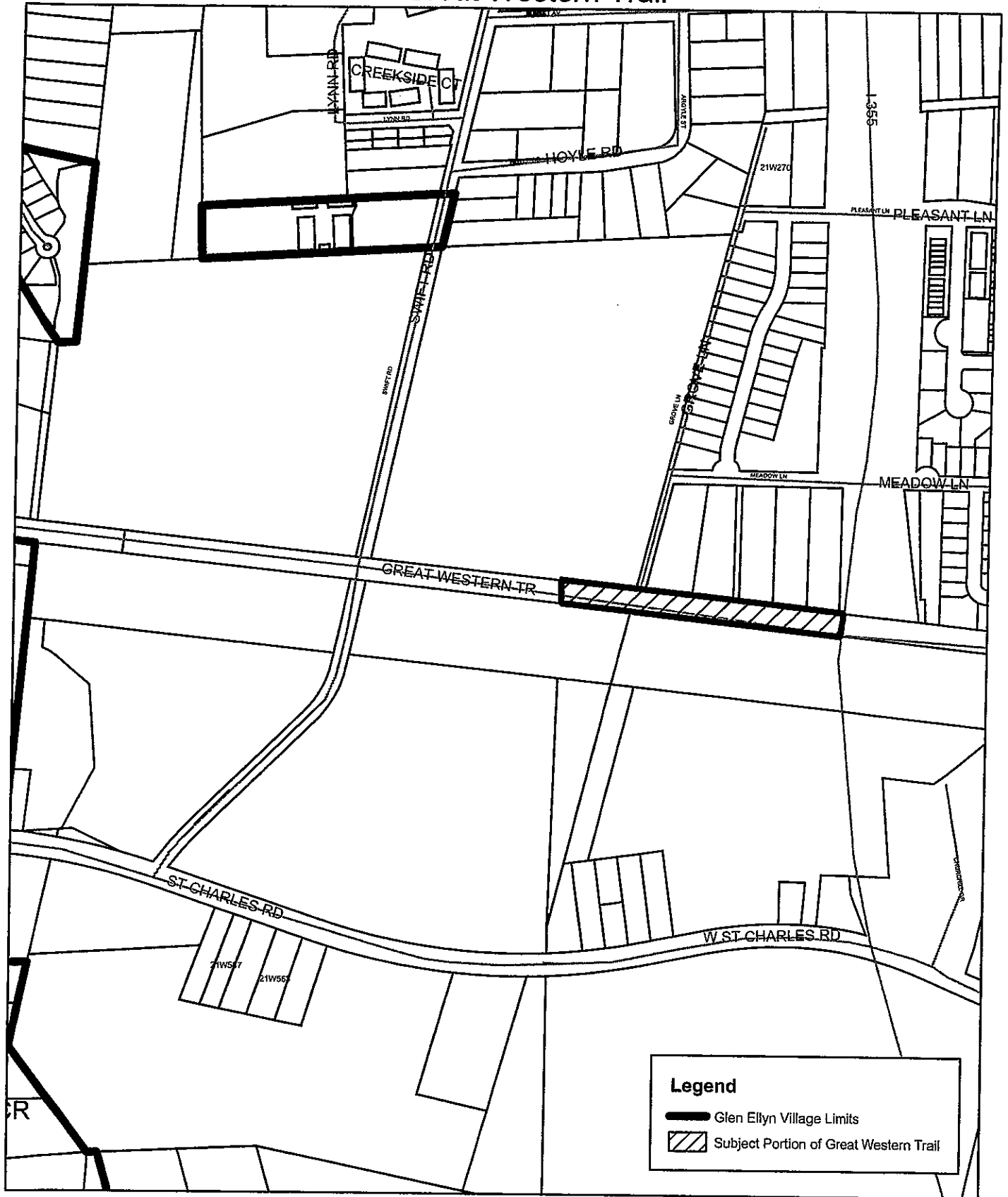
**Legend**

- Glen Ellyn Village Limits
- Joint Annexion Territory

Prepared By: Glen Ellyn Planning and Development Department  
 Date Prepared: January 27, 2011



# EXHIBIT E Great Western Trail

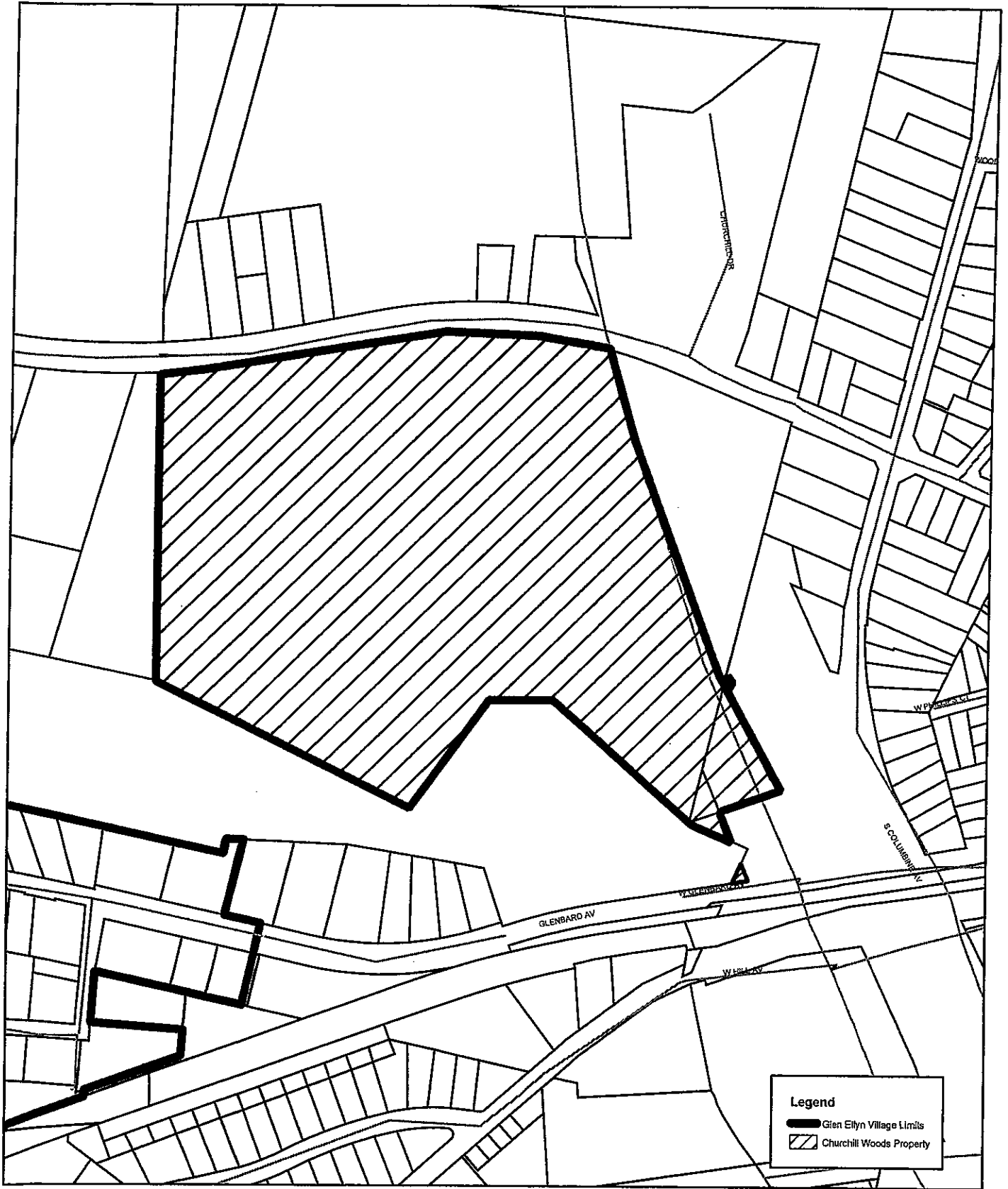


Prepared By: Glen Ellyn Planning and Development Department  
Date Prepared: January 7, 2011

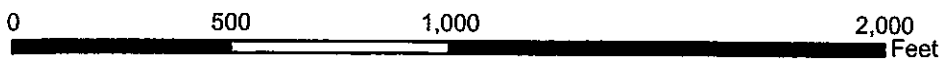
0 500 1,000 2,000 Feet



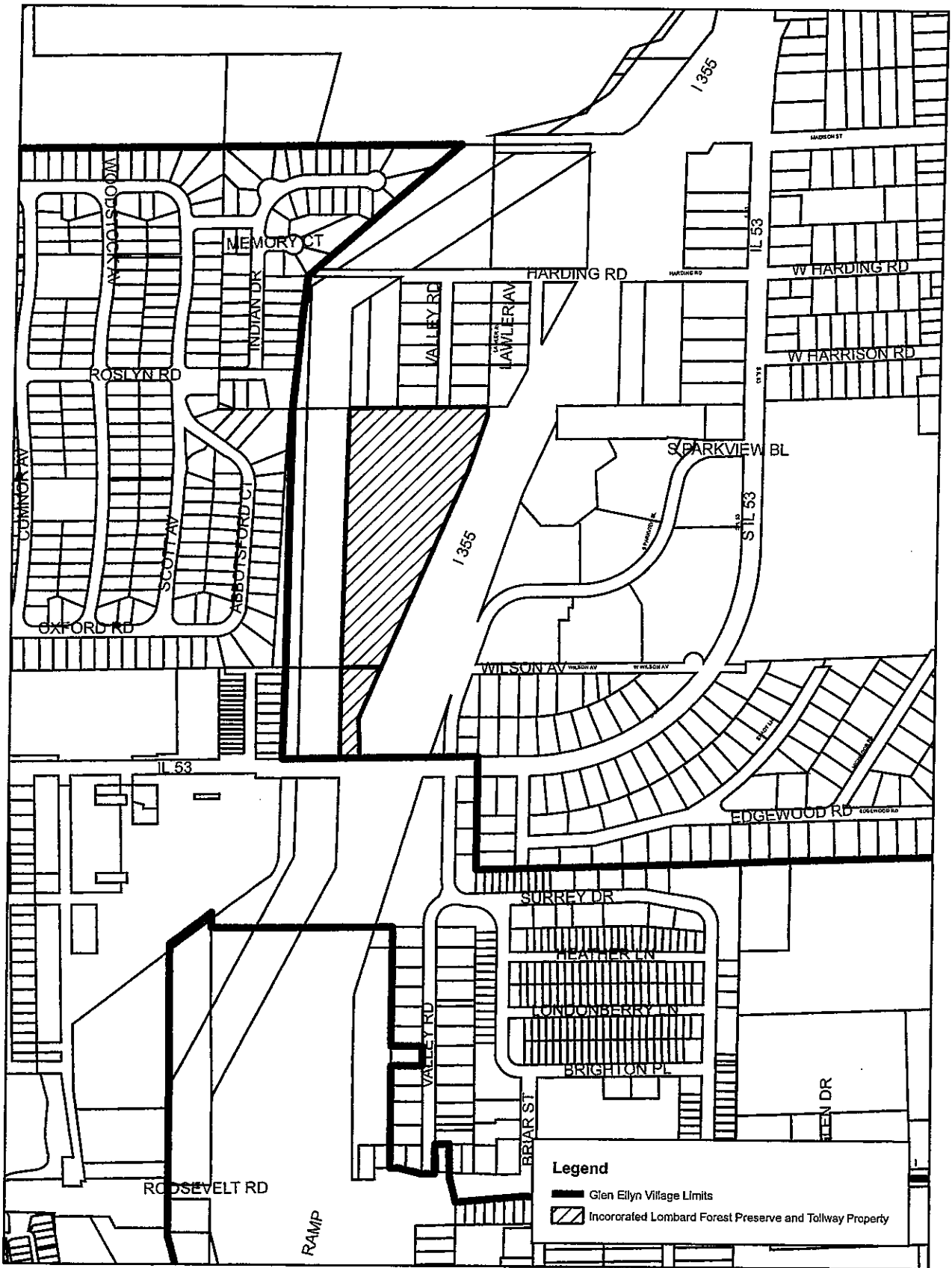
# Exhibit F Churchill Woods



Prepared By: Glen Ellyn Planning and Development Department  
Date Prepared: January 9, 2011



# Exhibit G Forest Preserve and Tollway Property



Prepared By: Glen Ellyn Planning and Development Department  
 Date Prepared: January 7, 2011

